Contract NO. 2023-ERGS-XSTL-QT-022

АКЦИОНАРСКО ДРУШТВО
ЗАВОД ЗА ГЕОТЕХНИКУ
Број: 28/2-23
Датум: 10.05. 2023 год.
СУБОТИЦА

水位监测仪安装服务合同-Km176+274

Water Level Monitor Installation Services Contract-Km176+274

Ugovor o uslugama montaže monitora nivoa vode-Km176+274

Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd

Party B: AKCIONARSKO DRUŠTVO ZAVOD ZA GEOTEHNIKU SUBOTICA

АКЦИОНАРСКО ДРУШТВО ЗАВОД ЗА ГЕОТЕХНИКУ СУБОТИЦА

The installation Service Contract (contract no: 2023-ERGS-XSTL-QT-022) is concluded in Subotica, on 5.10.2023, between:

甲方 Party A: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, Trg prijateljstva Srbije I Kine 4, Novi Beograd. Company registration number: 29508739, Tax number: 112302292. Represented by Mr. Wang Yong

和 And

乙 方 Party B: AKCIONARSKO DRUŠTVO ZAVOD ZA GEOTEHNIKU SUBOTICA from Segedinski put 86, Subotica. Company registration number: 08181195, Tax number: 101753336. Represented by Mr. Živoslav Stojanović.

为了安全、快速完成 Km176+274 地下通道施工，根据施工需要，甲方委托乙方在 Km176+274 地下通道处实施水位监测仪安装服务，用于实施对地下水位的实时监测。经双方协商，达成以下协议：

In order to complete the construction of the Km176+274 underpass safely and quickly, according to the construction needs, Party A entrusts Party B to implement the installation service of a water level monitor at the Km176+274 underpass for the real-time monitoring of groundwater levels. After negotiation between the two parties, the following agreement is reached:

U cilju bezbednog i brzog završetka izgradnje podvožnjaka Km176+274, u skladu sa potrebama izgradnje, Strana A poverava Strani B da sprovede uslugu postavljanja merača nivoa vode na podvožnjaku Km176+274 za praćenje u realnom vremenu nivoa podzemnih voda. Nakon pregovora dve strane, postignut je sledeći dogovor:

第 1 条 合同标的
Article 1 Subject of the Contract
Član 1. Predmet ugovora

1.1 作业地点：Km176+274 地下通道。

1.1 Work Location: Km176+274 underpass.

1.1 Lokacija rada: Km176+274 podvožnjak.

1.2 作业内容：根据甲方的要求，乙方实施水位监测装置安装等相关工作(详见报价单 no.28/1-23)。具体工作包括材料购买、装卸、运输；安装；调试等与此有关的所有工作。

1.2 Work description: According to the requirements of Party A, Party B implements the installation of water level monitoring device and other related work(See offer no.28/1-23 for details), The specific work includes material purchase, loading and unloading, transportation; installation; commissioning and all related work.

Opis posla: Prema zahtevima Stranke A, Strana B sprovodi instalaciju uređaja za praćenje nivoa vode i druge povezane radove(Pogledajte ponudu br.28/1-23 za detalje). Specifični poslovi obuhvataju nabavku materijala, utovar i istovar, transport; instalacija; puštanje u rad i svi povezani poslovi.

第 3 条 服务期限
Article 3 Service Deadline
Član 3. Rok za uručenje

3.1 完成所有工作的期限：合同签订之日起 5 天内完成安装服务。
3.1 The time limit for completing all the work: the installation service should be completed within 5 days from the date of signing the contract.
3.1. Rok za završetak svih radova: instalaciju treba izvršiti u roku od 5 dana od dana potpisivanja ugovora.

第 4 条 安装服务价格
Article 4 Price for Installation Service
Član 4. Cena usluge montaže

4.1 合同价格是固定不变的。合同不含税总价格为 140,000.00 塞尔维亚第纳尔，增值税税率为 20%，由此可计算出含税的合同价格为 168,000.00 塞尔维亚第纳尔。
4.1 The contract price is fixed. The total contract price excluding tax is 140,000.00 Serbian dinars, and the VAT rate is 20%. From this, the contract price including tax can be calculated to be 168,000.00 Serbian dinars.
4.1 Ugovorna cena je fiksna. Ukupna cena ugovora bez poreza je 140,000.00 dinara, a stopa PDV-a je 20%. Od toga se ugovorna cena sa porezom može izračunati na 168,000.00 dinara.

4.2 乙方签订合同时，乙方已充分了解工程所需人员、材料及机器设备的市场价格，且该等因素价格变动的风险已包含在合同价格中。
4.2When Party B signs the Contract, Party B has full knowledge of market prices of personnel, materials as well as machinery and equipment required for the Works, and the risk of price change in such factors have been covered by the contract Price.
4.2 Kada Strana B potpiše ugovor, Strana B ima potpuno znanje o tržišnim cenama osoblja, materijala, kao i mašina i opreme potrebne za Radove, a rizik promene cene u takvim faktorima je pokriven ugovornom cenom.

第 5 条 付款
Article 5 Payment
Član 5. Plaćanje

5.1 乙方完成合同约定的全部工作后，通知甲方组织验收，经甲乙双方验收并共同确认验收合格后，乙方开具合规的发票，甲方在收到发票后的 15 日内付款。
5.1After Party B completes all the work agreed in the contract, it informs Party A to organize the acceptance inspection. After acceptance by both parties and confirming that the acceptance is passed, Party B shall issues a compliant invoice. Party A shall pay within 15 days after receipt of the invoice.
5.1 Nakon što Strana B završi sav posao dogovoren ugovorom, obaveštava Stranu A da organizuje prijemnu inspekciju. Nakon prihvatanja od strane obe strane i potvrde da je prihvatanje usvojeno, Strana B će izdati usklađenu fakturu. Strana A plaća u roku od 15 dana od prijema fakture.

5.2 乙方的银行帐号为 340-33317-83 Erste bank。
5.2 The bank account of Party B is 340-33317-83 Erste bank.
5.2 Broj bankovnog računa Stranke B je 340-33317-83 Erste bank.

第 6 条 甲方权利和义务
Article 6 Rights and Obligations of Party A

Član 6. Prava i obaveze Stranke A

6.1 为如期、安全、高质量的完成本工作，甲方有权在工作中对工作进度，相关材料质量，安全情况等方面进行监督检查，并督促乙方纠正自身对完成本工作不利的错误行为（若有）。

6.1 In order to complete the work on schedule, safely and with high quality, Party A has the right to supervise and inspect the work progress, the quality of relevant materials, and the safety situation, And urge Party B to correct its own wrong behavior (if any) that is not conducive to the completion of this work.

6.1 Da bi se posao završio po planu, bezbedno i kvalitetno, Strana A ima pravo da nadgleda i kontroliše tok radova, kvalitet relevantnih materijala i bezbednosnu situaciju, I podstaći stranku B da ispravi svoje pogrešno ponašanje (ako ga ima) koje ne doprinosi završetku ovog posla.

6.2 甲方有义务按照本合同规定，及时向乙方支付服务费用。

6.2 Party A is obliged to pay Party B the service fee in a timely manner in accordance with this contract.

6.2 Strana A je u obavezi da plati strani B naknadu za uslugu blagovremeno u skladu sa ovim ugovorom.

6.3 如果乙方违反本合同项下的任何义务，甲方有义务进行提醒及警告，若提醒后三天内仍未整改，甲方有权向乙方发出书面终止通知并终止本合同，因此原因终止合同导致的损失由乙方承担。

6.3 If Party B breaches any obligations under this contract, Party A is obliged to remind and warn, if the rectification is not made within three days after the reminder, Party A has the right to issue a written termination notice to Party B and terminate this contract, and Party B shall be responsible for the losses caused by the termination of the contract.

6.3 Ukoliko Strana B prekrši bilo koju obavezu iz ovog ugovora, Strana A je dužna da podseti i upozori, ako ispravka nije izvršena u roku od tri dana nakon opomene, Strana A ima pravo da izda pismeno obaveštenje o raskidu ugovora Strani B i raskine ovaj ugovor, a Strana B će biti odgovorna za gubitke prouzrokovane raskidom ugovora.

6.4 为乙方提供并指定需安装的具体位置，并提供必要的帮助，以确保乙方能够顺利实施本工作。

6.4 Provide and designate the specific location to be installed for Party B, and provide necessary assistance to ensure that Party B can implement this work smoothly.

6.4 Obezbediti i odrediti konkretnu lokaciju koja će biti instalirana za Stranu B, i pružiti neophodnu pomoć kako bi se osiguralo da Strana B može nesmetano da sprovede ovaj posao.

第 7 条 乙方权利和义务

Article 7 Rights and Obligations of Party B

Član 7. Prava i obaveze Stranke B

7.1 为如期完成安装服务工作，乙方有义务投入足够的人员及必要的工作装备并按照本合同标的工作类型的适用法规、标准和规范进行工作。

7.1 In order to complete the installation service work as scheduled, Party B is obliged to put in sufficient personnel and necessary work equipment and carry out the work in

accordance with the applicable laws, standards and specifications for the type of work that is the subject of this contract.
7.1 Da bi se servisni radovi završili prema rasporedu, Strana B je dužna da stavi dovoljno osoblja i neophodnu opremu za rad i izvodi radove u skladu sa važećim zakonima, standardima i specifikacijama za vrstu posla koji je predmet ovog ugovora.

7.2 乙方在执行安装服务期间，有义务自费为其员工采取并实施所有必要的健康和安全措施；除此之外，执行工作期间若发生任何安全事故，其安全事故责任及导致的损失等后果由乙方承担。
7.2 Party B is obliged to take and implement all necessary health and safety measures for its employees at its own expense during the execution of installation services; In addition, if any safety accident occurs during the execution of the work, the responsibility for the safety accident and the resulting losses shall be borne by Party B.
7.2 Strana B je dužna da preduzme i sprovede sve neophodne zdravstvene i bezbednosne mere za svoje zaposlene o svom trošku tokom izvođenja usluga montaže; Pored toga, ako dođe do bilo kakvog sigurnosnog udesa tokom izvođenja radova, odgovornost za bezbednosni udes i gubitke iz toga snosi Strana B.

7.3 乙方应对甲方、投资者或第三方造成的任何损害负责（若为乙方原因导致）。损坏费用由乙方承担。
7.3 Party B is responsible for any damage (If it is caused by Party B) caused to the Part A, INVESTOR or third parties. The costs of damage are borne by the Party B.
7.3 Strana B je odgovorna za bilo kakvu štetu (ukoliko je prouzrokovana od strane B) prouzrokovanu Strana A, INVESTITORU ili trećim licima. Troškove štete snosi strana B.

第 8 条 其他
Article 8 Miscellaneous Agreement
Član 8. Razni sporazum

8.1 管辖该领域的技术和其他法规适用于本合同未规定的所有内容。
8.1 The technical and other regulations governing this field apply to everything not specified in this contract.
8.1 Za sve što nije predviđeno ovim ugovorom važe tehnički i drugi propisi koji regulišu ovu oblast.

8.2 本合同双方签字盖章后生效，并在本合同所有条款履行完毕之日前有效。与本合同有关的所有争议将由双方的授权代表解决。如果争议未解决，将由苏博蒂察的主管法院解决。
8.2The contract shall be effective after signed and stamped by both parties, and until to the day all the provisions in the contract have been performed. All disputes related to this contract will be resolved by the authorized representatives of both parties. If the dispute is not resolved, it will be resolved by the competent court in Subotica.
8.2Ugovor će biti na snazi nakon što ga potpišu i overe pečatom obe strane, i sve do dana izvršenja svih odredbi ugovora. Sva sporna pitanja u vezi ovog ugovora rešavaće ovlašćeni predstavnici ugovornih strana. Ukoliko spor ne bude otklonjen rešavaće ga nadležni sud u Subotici.

8.3 本合同以中文、英语、塞尔维亚语编写。若合同中语言之间有任何差异，英语具有优先解释权。
8.3 This contract is made in Chinese, English and Serbian. In the event of any differences between these languages, the English version shall prevail.
8.3Ovaj ugovor je sačinjen na kineskom, engleskom i srpskom jeziku. U slučaju bilo kakvih razlika između ovih jezika, engleska verzija će imati prednost.

8.4 本合同一式四份，双方各执两份。每份合同具有相同法律效力。
8.4 The Contract is made in 4 (four) copies, of which each contracting party received two copies. Each duly signed copy of this contract produces equal legal effect.
8.4 Ugovor je sačinjen u 4 (četiri) primerka, od kojih je svaka ugovorna strana dobila po dva primerka. Svaki propisno potpisan primerak ovog ugovora proizvodi jednako pravno dejstvo.

附件：报价单 no.28/1-23
Appendix： offer no.28/1-23
Slepo crevo: ponudu br. 28/1-23

SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd	AKCIONARSKO DRUŠTVO ZAVOD ZA GEOTEHNIKU SUBOTICA
Signed by Party A: Potpisala Strana A:	Signed by Party B: Potpisala Strana B:
Name/Ime: Wang Yong Date/Dana: 2023.5.10.	Name/Ime: Živoslav Stojanović Date/Dana: 10.05.2023.